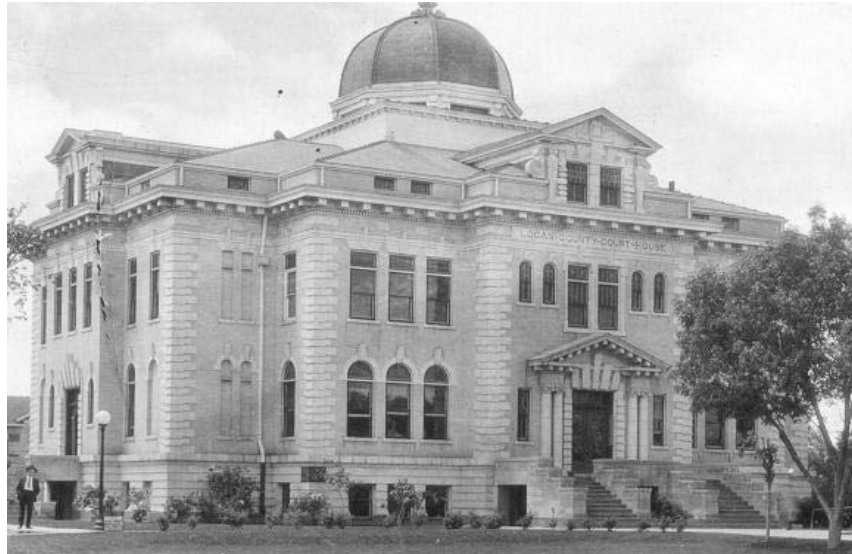


LOGAN COUNTY, COLORADO



REQUEST FOR INFORMATION
FOR
THE CONSTRUCTION OF A LEASED OPERATIONAL FIBER OPTIC NETWORK
AND/OR
SERVICES BASED NETWORK
FOR
LOGAN COUNTY, COLORADO

PROPOSAL SUBMITTAL DEADLINE:
August 20, 2004

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ATTACHMENTS

Logan County Fiber Project RFI

The attachment section is organized in three sections. The first section contains tabular information as to the physical locations and parameters associated with the locations, and information about the proposed fiber runs.

The second section contains mapping information, map images describing the general layout of the City of Sterling, with fiber routes depicted superimposed on City Streets. The fiber routes are described as separate “UNITS”, which have been broken down into separate sub-segments for internal accounting and fiber splicing. The units are to be considered complete and not to be broken down into smaller segment for bidding purposes.

Service based proposals must provide site by site specific pricing including service type, service data rates, as well as costs for installation, electronics, monthly, annual, 2 year and 5 year contract pricing.

Bidders may present alternative or hybrid solutions including fiber build/service based solutions but must use the provided pricing matrix.

ATTACHMENT A - Contacts and Locations.....	Page 45 - 46
ATTACHMENT B – Maps.....	Page 47 - 60
ATTACHMENT C - Manholes and Hand-hole List.....	Page 61
ATTACHMENT D - Fiber Build Lengths.....	Page 62
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LOGAN COUNTY FIBER NETWORK FACILITIES PROJECT

1.0 INTRODUCTION

With this Request for Information (RFI), Logan County, Colorado, hereinafter referred to as the "County", seeks information from entities (businesses, corporations, firms or other legal entities) interested in providing competitive, facilities-based telecommunications construction services and/or Telecommunications services to the citizens of Logan County. By means of reviewing the information provided and any related suggestions for the provision of such services and, if determined to be appropriate, by entering into discussions with one or more qualified responding entities, the County seeks to make advanced telecommunications services available to its citizens, businesses and governmental entities.

1.1 BACKGROUND

Logan County is proposing to make available certain physical resources, rights-of-way and contract rights with the purpose of achieving the County's goal of improved telecommunications services. The County recognizes that these resources can be used in a number of ways, either singly or in conjunction with other facilities. The County is soliciting proposals that provide information as to the cost of the make-ready and installation of an advanced telecommunications infrastructure in whatever configuration will allow the Respondent to make best use of the infrastructure and meet the County's purposes and criteria.

At some time in the future, the County will be further soliciting proposals from entities with regard to implementing a County backbone into business users' locations and residential communities to provide better telecommunications services to customers and providing telecommunications services. The improved telecommunications services that the County intends seek to obtain for its citizens, businesses and governmental entities include, but are not limited to:

Primary Objectives

- (1) Implementation of a County owned and/or leased or a combination of both, Fiber Optic Network based on the information and attachments herein connected to the State of Colorado MNT and the commodity Internet.
- (2) Implementation of Leased Services Based Data Network connected to the State of Colorado MNT and the commodity Internet.
- (3) Implementation of a Vendor owned Fiber Optic Network/Service Based Data Network connected to the State of Colorado MNT and the commodity Internet.

The intent of this RFI is to select a Solution(s) and Vendor(s) that will meet the telecommunications needs of Logan County. This RFI presents an opportunity for all Vendor(s) and Service Provider(s) to present various options and budgetary pricing to be used in a selecting Vendor(s) and Service Provider(s) to design and implement a new network for Logan County and The City of Sterling.

ALTERNATE PROPOSALS

(1) Competitive telecommunications services, on a bundled or unbundled basis, including state-of-the-art voice, video and/or data services, and competitive residential local and/or long-distance telephony; and

(2) Facilities-based, broadband Internet access services utilizing an open platform capable of providing Internet access at nondiscriminatory rates either directly to customers in the County and/or to the Internet Service Provider (ISP) of the customer's choice, whether or not such ISP is affiliated with the provider.

1.2 PROJECT OBJECTIVES

The Purpose of this project is for the make-ready and construction of a wide-scale deployment of a facilities-based network designed to provide advanced telecommunications services competitively and on a nondiscriminatory basis to as great a portion of the telecommunications users as may be technically and economically feasible in Logan County in a timely manner. It is anticipated that this network construction will create a high-speed digital fiber "backbone" network to serve the telecommunications needs of businesses, governmental entities and the citizens of Logan County. It is further noted that this network must provide connection(s) to the State of Colorado High-Speed Digital Network who's Point of Presence is located at the Qwest central office.

2.0 NOTICE TO RESPONDENTS

2.1 GENERAL

Logan County, Colorado is accepting competitive sealed proposals to implement a high-speed digital fiber optic network or service based digital network to meet the telecommunications needs of its citizens, businesses and certain governmental entities. This Request for Information provides sufficient information for interested parties to prepare and submit proposals for consideration by the County.

Respondents are encouraged to propose contractual arrangements offering the maximum benefit to the County. Applicability of educational, state and local government, and any other available discounts should be strongly considered.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFI CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 SUBMITTAL DEADLINE – AUGUST 20, 2004 BEFORE 5PM MST

2.3 LOGAN COUNTY CONTACTS

Project Manager: Kevin Manweiler
Manweiler Telecom Consulting
720-569-1680 Office
303-596-8949 Cell
kevin@mtc-llc.com

Logan County: Mr. Greg Etl
County Commissioner
970-522-0888
getl@loganco.gov

County Technical Information

And Site Survey Contact:

Kevin Manweiler
Manweiler Telecom Consulting
303-596-8949
Kevin@mtc-llc.com

Any questions or concerns regarding this Request for Information must be submitted in writing (via e-mail) to:

Manweiler Telecom Consulting
Kevin@mtc-llc.com

The County specifically requests that Respondents restrict all contact and questions regarding this RFI to the above named individual.

2.4 TYPE OF CONTRACT

The successful respondent will be required to enter into a contract or purchase order with Logan County.

2.5 INQUIRIES AND INTERPRETATIONS

Responses to inquiries that directly effect an interpretation or change to this RFI will be issued in writing by addendum (amendment) and shall be posted on the RFI Web Site, www.loganco.gov

All such addenda issued by the County prior to the time that proposals are received shall be considered part of the RFI, and the Respondent shall be required to consider and acknowledge receipt of such in his proposal.

Only those responses to inquiries, which the County makes by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by both signing and returning such document(s) or by letter. Such acknowledgment must accompany the proposal.

PLEASE NOTE: THE COUNTY SHALL NOT NOTIFY VENDORS OF ANY UPDATES. ALL CHANGES SHALL BE PROVIDED AT THE RFI WEB SITE. FOR THE PURPOSE OF MEETING THE RFI REQUIREMENTS, THIS INFORMATION MAY BE FREQUENTLY UPDATED AS NEEDED. VENDORS ARE SOLELY RESPONSIBLE FOR OBTAINING ANY CHANGES AND ADHERING TO THE RFI.

2.6 PUBLIC INFORMATION

The County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure after a contract is awarded.

Respondents are hereby notified that the County strictly adheres to all statutes, court decisions, and opinions of the Colorado Attorney General and Colorado Statutes with respect to disclosure of RFI information.

2.7 CONTRACT AWARD PROCESS

An award for the services specified herein will be made following a procedure using competitive sealed proposals. Proposals will be opened publicly to identify the names of the Respondents, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Respondents or at the County's sole option and discretion. The County may discuss or negotiate all elements of the proposal with selected Respondents that represent a competitive range of proposals. For purposes of negotiation, a

competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).

After the submission of a proposal but before making an award, the County may permit the Respondent to revise the proposal in order to obtain the best final offer. The County may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. The County may provide each Respondent with an equal opportunity for discussion and revision of proposals. Further action on proposals not included in the competitive range will be deferred pending an award, but the County reserves the right to include additional proposals in the competitive range if deemed in the best interest of the County.

Although it is the intent of the County to award the contract to one Respondent, the County reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the County and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the County and to temporarily or permanently abandon the procurement. If the County awards a contract, it will award the contract to the Respondent whose proposal is the most advantageous to County, considering price and the evaluation factors set forth in this RFI.

2.8 CRITERIA FOR SELECTION

The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFI, is the most advantageous to the County. The County is not bound to accept the lowest priced proposal if that proposal is not in the best interests of the County as determined by the County at its sole discretion.

Proposals will be evaluated by County personnel and/or its agents or consultants. The criteria for evaluation of proposals, and selection of the successful respondent for this award, will be based on the factors listed below:

2.8.1 Project Team

Evaluation in this category will be based on the profiles of proposed full-time project personnel, specifically their expertise in similar projects. Respondents shall submit resumes of project personnel with the RFI response.

2.8.2 Firm

Include verifiable track record in similar projects, resources to be applied, depth and breadth of expertise and experience, demonstrated results attained in similar projects, understanding of the County project, client references, company stability and financial resources.

2.8.3 Project Design

Respondents will be expected to submit a detailed design and work plan. The work plan must address the proposed work methodology and identify all resources to be applied (including County resources, respondent and other), by task with associated schedules. Activities should include an estimate of the type of resources required (by the County, respondent and other), number of person-days and elapsed time and any assumptions made in creating the estimate.

Vendors are requested to propose their solutions in three distinct parts: (1) Fiber optic plant, (2) Electronics, (3) Ongoing management, maintenance and warranties or (1) Service Type, (2) Electronics, (3) Ongoing management, maintenance, service level agreements and warranties.

2.8.4 Cost

Evaluation in this category will be based on the total cost to the County for the scope of work outlined in this RFI. Proposals will be 'normalized' to a common scope of work for evaluation purposes. Respondents providing the best cost and discount will be given the highest available score in this category. Next ranked respondents will be proportionately ranked accordingly.

Consideration may also be given to any additional information and comments if they should increase the benefits to the County. Upon completion of the initial review and evaluation of the proposals submitted, selected Respondents may be invited to participate in oral presentations.

2.9 RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY

Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the County during the assigning of points.

2.10 COMMITMENT

Respondent understands and agrees that this RFI is issued predicated on anticipated requirements for the services and that the County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFI. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent, which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.11 KEY EVENTS SCHEDULE

Solicitation of proposals issued	July 20,2004
Deadline for submission of questions	August 18, 2004 (5:00 P.M. MDT)
Proposals due	August 20, 2004 (5:00 P.M. MDT) To: Kevin Manweiler C/O Logan County Fiber RFI 315 Main Street Sterling, CO 80751
Contract award	Fourth Quarter 2004

3.0 PROPOSAL REQUIREMENTS

3.1 GENERAL INSTRUCTIONS

- 3.1.1 Respondents should carefully read the information contained herein and submit a complete response to all requirements as directed.
- 3.1.2 Proposals and any other information submitted by Respondents in response to this Request for Information shall become the property of the County.
- 3.1.3 The County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondents submit proposals at their own risk and expense.
- 3.1.4 Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFI documents, or irregularities of any kind are subject to disqualification by the County, at its option.
- 3.1.5 Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFI. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs. Fiber plant construction pricing must be presented in the pricing matrix provided in Attachment E. Service based solution pricing must be presented in the pricing matrix provided in Attachment F.
- 3.1.6 Failure to comply with the requirements contained in this Request for Information may result in the rejection of your proposal.

3.2 PREPARATION AND SUBMITTAL INSTRUCTIONS

- 3.2.1 Respondent's company official(s) authorized to commit such proposals must sign respondent's proposal. An original signature must appear on the Cover Letter of the response on at least one (1) copy submitted. Failure to sign and return this proposal will subject your proposal to disqualification.
- 3.2.2 Proposals must be typed on letter-size (8-1/2" x 11") paper and on CD-ROM media. The County requests that hard copy proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference.
- 3.2.3 Please submit a total of eight (6) complete copies of the entire response. Three additional copies should be on CD-ROM in MS Word and/or MS Excel. The Respondent's proposal must be submitted and received by the County on or before the time and date specified.
- 3.2.4 No proposal may be changed, amended, modified by the same after it has been submitted or filed in response to this solicitation. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by the County, which shall be based on Respondent's submittal, in writing, of a reason acceptable to the County.
- 3.2.5 Proposals are to be valid for the County's acceptance for a minimum of 120 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract.

3.3 PRICING AND DELIVERY SCHEDULE

- 3.3.1 Respondent must complete the Pricing schedule as part of its response to Section 3.5.2 (Technical Section) of the Proposal Content section below.

- 3.3.2 Pricing reflects the full Specification/Scope of Work defined herein; inclusive of all associated costs for delivery, labor, insurance, taxes, permits, locates, overhead, and profit.
- 3.3.3 The County will not recognize or accept any charges or fees to perform this work that are not specifically stated in the Respondent's proposal.
- 3.3.4 Cash or prompt payment discounts will not be considered in determining an award. All payment discounts offered will be taken, if earned and deemed in County's best interest.

3.4 TERMS AND CONDITIONS

The General Terms and Conditions shall govern any contract issued as a result of this solicitation (RFI).

- 3.4.1 All Respondents must comply with the requirements listed on any Notice to Respondents, Proposal Requirements, Specifications/Service Requirements, and General Terms and Conditions herein. In the event there is a conflict expressed in this document, the provision requiring respondent to supply the better quality or greater quantity shall prevail.
- 3.4.2 By signing and submitting a proposal, Respondent certifies that any attached or referenced terms, conditions, or documents are applicable to this procurement only to the extent that they do not conflict with the statutes of the State of Colorado, or the advertised terms and conditions, and that they do not impose additional requirements on the County. Respondent further certifies that the submission of a proposal is Respondent's good faith intent to contract with the County as specified herein and that such intent to contract is not contingent upon the County's acceptance or execution of any such attached or referenced terms, conditions, addenda, or other documents.

3.5 PROPOSAL CONTENT

3.5.1 Identification and Description of Business

In this section, Respondents should provide sufficient information to identify the nature of the entity (the Firm) responding to the RFI, including the company identification or name and principle location of the business operation, the Respondent's proposed means of providing service and the expected timeframe for delivery, the names of the officers or entities in charge of the operation (the Project Team), letter of intent, identification of responsible person with power to negotiate final terms with the County, and other such information.

3.5.2 Technical Proposal

In this section the Respondent should provide information showing what technical methods the Respondent proposes to use and other technical details sufficient to allow technical evaluation of the proposal e.g., project design and cost. Additionally, the Respondent will provide its detailed costs of the project by separating all costs by category such as; make ready costs, make ready labor, make ready hardware, fiber costs, fiber installation costs for labor and for each hardware component and any other cost categories that will permit the County to understand the underlying component costs of the network. All costs shall be based upon the Contractor installing fiber optic cables in the routes and routes shown in Attachments A and B unless otherwise noted in the attachment.

In addition the Respondent's proposal must include the length of the vendor's warranty on the fiber optic cable plant, the length of warranty on any of the applicable plant components, and verification that all installation methods and practices will meet all of the requirements and specifications set forth by the designated fiber manufacturer, the EIA/TIA Wiring Standards as well as the Building Industry Consulting Services International (BICSI) where applicable.

In addition to the above, the Technical Section of the proposal must address the following:

- Complete, detailed project design.
- A detailed work plan for the services. The work plan should contain task level detail for all resources. Tasks must have descriptions, type of resources required, and amount of time, elapsed time, start date and end date.
- Documentation on assumptions made in developing the proposal.
- Complete specifications/technical details of the proposed equipments, software, technical design information, warranties...
- Costs will be provided in the matrix provided within the RFI, and additional costs can be presented in a vendor provided cost matrix.

- Costs for all of the proposed equipment and hardware necessary.
- Costs for all installation services.
- Costs for all GIS-based mapping, “As Built” drawings.
- Costs for all cable used.
- Provide annual maintenance costs for all plant and equipment used.
- Profiles on all individuals assigned to the project including details of their relevant experience with similar projects and number of years employed with vendor.
- References from similar projects, at least three, performed by the respondent, including contact names with direct telephone numbers and e-mail addresses at the client organization.

3.5.3 Financial Background

In this section Respondents should provide information related to the Respondent’s resources, history, current services offered and other such information sufficient to allow assessment of the Respondent’s financial background, relevant project experience and ability to complete any agreement negotiated with the County.

4.0 GENERAL TERMS AND CONDITIONS

4.1 GENERAL

These General Terms and Conditions shall be made a part have and govern any Purchase Order and/or Contract, if any, resulting from this Request for Information.

4.2 DEFINITIONS

Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

Contract Documents shall mean the documents that form the Contract between the County and the Contractor.

County shall mean Logan County, Colorado.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFI.

Contractor shall mean the individual, partnership, corporation, or other entity awarded a Contract for services under this RFI, in accordance with the terms, conditions, and requirements herein.

Project shall mean the complete undertaking by Contractor to provide the goods and/or services contemplated by the Contract.

4.3 ENTIRE AGREEMENT

The Contract Documents developed after the Respondent is selected, for all intents and purposes, are expected to be the complete and exclusive statement of the agreement between the County and the Contractor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof.

The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

4.4 TIME OF PERFORMANCE

Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules herein and as mutually agreed upon between the County and Contractor during the term of this Contract.

4.5 DEFAULT

In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with the County, the County may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Contractor fails to remedy such failure or default within the ten (10) day period, the County shall have the right to cancel the Contract.

Without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify the County; the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by the County shall not limit any other right or remedy available to the County at law or in equity.

4.6 TERMINATION

- 4.6.1 The Contract may be terminated, without penalty, by the County without cause by giving thirty (30) days written notice of such termination to the Contractor.
- 4.6.2 In no event shall such termination by the County as provided for under this Section give rise to any liability on the part of the County including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. The County's sole obligation hereunder is to pay Contractor for products and/or services ordered and received prior to the date of termination.

4.7 PAYMENT

- 4.7.1 Prior to ten (10) days before the end of each calendar month during the term of this Agreement, Contractor shall submit to the County an application for payment covering the services performed to that date, which application shall be accompanied by lien waivers and other forms, statements, invoices, and payroll reports that the County may reasonably require to support the amount requested and to be submitted. The County will, within thirty (30) days from the date it receives such application and supporting documentation for payment, approve or disapprove the amount reflected in such application and if the County approves such amount or any portion of such amount, it shall promptly pay to Contractor the amount so approved, provided Contractor is not in breach of or in default under this Agreement. If the County disapproves any amount requested by Contractor, the County shall give Contractor specific reasons for its disapproval in writing.
- 4.7.2 Thirty (30) days after final completion of the goods or services and acceptance thereof by the County or as soon thereafter as possible, Contractor shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Contractor and upon approval thereof by the County, the County shall pay to Contractor the amount due ("Final Payment") under such Final Request.
- 4.7.3 Any provision hereof to the contrary notwithstanding, the County shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor hereunder if any one or more of the following conditions precedent exist:
- i. Contractor is in breach or default;
 - ii. Any part of such payment is attributable to goods or services which are not performed in accordance with this Contract, provided, however, such payment shall be made as to the part thereof attributable to goods and services which are performed in accordance with this Contract, or the resultant purchase order or agreement;

- iii. Contractor has failed to make payments promptly to its consultants, subcontractors, suppliers, or other third parties used in connection with the goods or services for which the County has made payment to Contractor; or
 - iv. If the County, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the goods or services in accordance with this Contract, no additional payments will be due Contractor hereunder unless and until Contractor, at its sole cost, performs a sufficient portion of the goods and services so that such portion of the compensation then remaining unpaid is determined by the County to be sufficient to so complete the goods and services.
 - v. TO BE INCLUDED WITH EACH MONTH'S REQUEST FOR PAYMENT SHALL BE PARTIAL RELEASE OF LIEN FROM ALL SUBCONTRACTORS FOR WORK PERFORMED IN THE PREVIOUS MONTH. THE COUNTY ALSO REQUESTS MAINTENANCE & OPERATIONS MANUALS AND OTHER PERTINENT INFORMATION FOR EQUIPMENT & SYSTEMS PRIOR TO INSTALLATION AND PAYMENT REQUESTS FOR EQUIPMENT.
- 4.7.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the goods or services to which such partial payment relates or relieve Contractor of any of its obligations hereunder with respect thereto.
- 4.7.5 Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of its obligations pursuant to this Contract.
- 4.7.6 The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Final Request for payment.
- 4.7.7 The County shall have the right to verify the details set forth in Contractor's billings, certificates, and statements, either before or after payment thereof, by (1) inspecting the books and records of Contractor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Contractor's business employees; (4) visiting

any place where performance of all or a portion of the Project occurs; and (5) any other reasonable action.

4.8 CONTRACT AMENDMENTS

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties.

4.9 INDEPENDENT CONTRACTOR STATUS

Contractor recognizes that it is engaged as an independent contractor and acknowledges that the County will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the County by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the County, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

4.10 COMPLIANCE WITH LAW

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable Federal, State and Local law and regulations, including and all laws and regulations and executive orders as are applicable.

4.11 TITLE AND RISK OF LOSS

For goods to be provided by Contractor hereunder, if any, the title and risk of loss of the goods shall not pass to the County until the County actually receives, takes possession, and accepts the goods at the point or points of delivery.

4.12 ACCEPTANCE OF PRODUCTS AND SERVICES

All products furnished and all services performed under this Contract shall be to the satisfaction of the County and in accordance with the specifications, terms, and conditions of the Contract. The County or its agents reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

4.13 INSURANCE AND BONDING

4.13.1 For any Contract which requires the Contractor to provide on-site services, the Contractor shall, prior to commencement of work, provide the County with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract.

<u>Workers' Compensation:</u>	<u>Statutory</u>
Employer's Liability	\$ 1,000,000.00
Comprehensive General Liability:	\$ 1,000,000.00 each occurrence \$ 1,000,000.00 in the aggregate
Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)	
Bodily Injury:	\$ 1,000,000.00 each person \$ 1,000,000.00 each occurrence
Property Damage:	\$ 1,000,000.00 each occurrence

4.13.2 Contractor shall deliver to the County:

- Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by Contractor hereunder from or after the date of any agreement or purchase order; and
- Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, the County shall have the right to make such payments and set-off the amount thereof against the next payment coming due to Contractor under any purchase order or agreement; and

- Such Certificates shall name the County as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies will not be canceled until after thirty (30) days unconditional, unqualified written notice to the County, giving the County the right to pay the Premium to maintain coverage.

4.13.3 The insurance policies required in this RFI shall be kept in force for the periods specified below:

- Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Contractor;
- Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and accepted by the County in writing.
- Contractor shall provide the County a full and complete copy of any insurance policy promptly upon request by the County, and without charge to the County.
-

4.13.4 No bidder security is required. Any respondent whose proposal is found acceptable, leading to further negotiations with the intent of concluding an agreement, will be expected to provide proof of insurance sufficient to cover all anticipated liability in the event an agreement is reached and will be expected to provide an assurance bond sufficient to cover identified costs associated with completion of the negotiations and any resultant agreement as a condition of acceptance of any proposal.

4.14 INDEMNIFICATION

4.14.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY THE COUNTY, AND HOLD HARMLESS LOGAN COUNTY, ITS AFFILIATED ENTERPRISES, REPRESENTATIVES OF THE COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY

"INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY CONTRACTOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH THE COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW.

4.14.2 CONTRACTOR SHALL PROTECT AND INDEMNIFY LOGAN COUNTY FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED OR GOODS PROVIDED HEREUNDER OR THE USE BY CONTRACTOR, OR BY THE COUNTY AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, THE COUNTY SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE COUNTY'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS

OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, THE COUNTY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

4.14.3 The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

4.15 FORCE MAJEURE

If either the County or Contractor (individually, a “Party”) is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party’s control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

4.16 OTHER BENEFITS

It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the County.

4.17 NON-DISCLOSURE

Contractor and the County acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or the County, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.18 PUBLICITY

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the County's employees or use the County's name in connection with any sales promotion or publicity event without the prior express written approval of the County.

4.19 SEVERABILITY

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

4.20 NON-WAIVER OF DEFAULTS

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements thereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement therein contained.

4.21 ASSIGNMENT

The agreement with Contractor is a personal service contract for the services of Contractor, and Contractor's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party. The benefits and burdens of this agreement are, however, assignable by the County.

4.22 PATENT AND COPYRIGHT

Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.

4.23 FREEDOM OF ACCESS AND USE OF FACILITIES

Contractor's employees shall have reasonable and free access to use only those facilities of the County that are necessary to perform services under this Contract and shall have no right of access to any other facilities of the County.

4.24 OBSERVANCE OF THE COUNTY RULES AND REGULATIONS

Contractor agrees that at all times its employees will observe and comply with all regulations of the County, including but not limited to, no smoking, and parking and security regulations. Anytime Contractor work will be done on public streets or where it may interfere with public traffic flow, Contractor will coordinate with designated County and law enforcement officials to ensure the work will be accomplished in a safe manner.

4.25 SECTION HEADINGS

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFI.

4.26 GOVERNING LAW

This Contract, including, without limitation, this RFI and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Colorado.

4.27 STATE AND FEDERAL LAW COMPLIANCE

Successful Respondents who develop a contractual relationship with the County to provide some or all of the services contemplated in this RFI shall be expected to agree: a) to make payment promptly as due to all persons supplying the Respondent with labor or materials for carrying out the work provided for in its contract with the County; b) to not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; and c) to comply with all provisions of applicable Federal and Colorado State wage and hour laws.

Successful Respondents who develop a contractual relationship with the with the County shall also agree to comply with all applicable Federal and Colorado State laws relating to workers' compensation, unemployment compensation, taxation, and health and safety.

The attention of all Respondents is directed to State, Federal and local law prohibiting discrimination in employment, which shall be applied to any successful Respondent.

4.28 EEO AFFIRMATIVE ACTION EMPLOYER CERTIFICATION

Successful Respondents who develop a contractual relationship with the County will be expected comply as an Equal Opportunity Affirmative Action Employers.

4.29 AMERICANS WITH DISABILITIES ACT COMPLIANCE

Respondents agree that if awarded a contract, Respondents will comply with all applicable provisions of the Americans with Disability Act of 1990, 42 USC Section 12101 *et.seq.* If any Respondent requires special assistance or auxiliary aids during the RFI response process, please notify the County at least two working days prior to the required assistance.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The Contractor shall provide the labor, supervision, tools, machinery, services, materials, supplies, incidentals, permits, locates, insurance, bonds, and licenses necessary to install and verify the operations parameters of the fiber optic (plant) network described herein. All work shall be performed as described herein and in strict accordance with all applicable Federal, State, County, and County Regulations. THE COUNTY RESERVES THE RIGHT TO EXCEPT ALL OR PART OF THE BIDDER'S PROPOSAL.

Contractor shall satisfy himself of the conditions of the facilities before submitting his bid. All make ready costs, rock excavation, special handling, back pulling, restoration and all other special conditions shall be included in the Contractors proposal to the County. All systems hardware adheres to current industry standards and requires no product development. All cable locations, route designs; handhold and manhole placements are subject to final approval by the County. The County will make allowances in final costing should it change quantities or types of facilities it requires as part of the final design approval process.

Technology Objectives - The objectives of the County are to deploy a complete, spliced, tested and ready for operation network facility excluding hardware and software used to provide telecommunications services.

5.2 PROTECTION OF EXISTING UTILITIES

- 5.2.1 The Contractor shall locate or verify the locating of underground facilities in the cable installation area and/or contact the responsible third party for those locations. Utility companies are to be notified a minimum of 48 hours prior to any work being performed. Contractors shall be responsible for hand digging out any pipeline, drainage tile, cable or any other buried facility prior to performing any mechanical excavations in the area. The Contractor shall take every precaution to avoid damage to all existing facilities. The Contractor shall be responsible to repair any damage that may occur due to its work efforts.
- 5.2.2 Care shall be taken not to disturb trees and other natural resources and may only be cleared with the County's prior permission.
- 5.2.3 The Contractor shall be responsible for traffic control, installing and removing barricades, flashers, warning signs, and fences as necessary to protect the public.
- 5.2.4 The Contractor shall be held responsible, in all cases, to return the areas of construction to original or better condition.
- 5.2.5 The Contractor shall keep the premises where work is being performed in a neat, clean, and orderly condition, and on completion of the work, shall remove all of its tools and equipment from the premises. Any debris shall be removed and disposed of by the Contractor. The work area shall be left in an orderly fashion at the end of each workday.

5.3 ENGINEERED DRAWINGS AND AS-BUILT DRAWINGS

The Contractor will submit at part of the proposal a network/plant drawing depicting their proposed fiber plant build engineered to scale, Upon completion of the construction, the Contractor shall submit "as-built" drawings to the County that are GIS based and compatible with the County's ESRI GIS system as well 6 hard copies. The as-built drawings shall show depth to the top of the cable and distances to the right-of-way line from the center of the trench, cable routes, conduit routes, gas lines, pole attachments and all other information pertinent to the cable installation including cable sequentials at road crossings, utility crossings, building

entrances, each pole attachment, riser pole, each splice point, manholes, handholes and all end points. The County will provide as much of this information as is available.

5.4 WORK DESCRIPTIONS

- 5.4.1 Handholes, Manholes or Aerial Slicing Boots, where applicable, will be installed for use as pull boxes and splice boxes at intervals or locations agreed to by the County. The cable shall be placed in the rights-of-way that are County owned or County obtained. The Contractor shall use whatever method is deemed necessary to install the cable, dependent upon approval by the County's representative. The methods used may include plowing, aerial placement, trenching, rock sawing, boring, directional boring, hand digging or other means. Specific depths and fiber placement for the entire route will be subject to final approval of the County.
- 5.4.2 Boring shall be done using approved techniques, shall be used to place cable or ducts under obstructions, to cross-paved and asphalt roadways, and to bypass bridges.
- 5.4.3 Pulling tensions on the cables shall not exceed the manufacturer's recommendation. When mechanical assistance is being used to pull cable, a break away swivel rated at the proper break load shall be used.
- 5.4.4 The manufacturer's minimum bend radius specifications shall be followed in routing of fiber optic cables. Where a cable passes over a sharp edge, a bushing or grommet shall be used to protect the cable. All manhole and handhole will be capable of housing 200 feet of slack loop.
- 5.4.5 Contractor shall be responsible for marking the fiber optic cable over the entire cable route including using signs and labels, agreed to by the County, at 500 foot intervals and at all changes in the cable route direction.
- 5.4.6 All fiber terminations will be "ST" type connectors.
- 5.4.6 All fibers, fiber ducts and fiber cables will be marked with ID numbers on cables and patch panels. All ID's will be entered into the "As Built" drawings.

- 5.4.7 The contractor shall install, by directional boring, trenching and other means 2 (two) 1.25 Inch HDPE Fiber duct (or equivalent) for the fiber routes as shown in Attachments A unless otherwise noted.
- 5.4.8 Logan County permits, Colorado Department of Transportation permits, all required pits, demolition, splices of duct, traffic control and construction materials, e.g. paint, lath, flags, bore gel, handling of man hole and hand holes, restoration of sidewalks and/or all restoration for this project in Logan County is a responsibility of the Contractor. The contractor will prepare all pits to Logan County specifications so the County can patch roads and alleys. Contractor also warrants such restoration, materials, items and/or labor, etc., for three years from the date of acceptance of this project.
- 5.4.9 Logan County will also provide its own construction inspector.
- 5.4.10 Test and acceptance process: Contractor will test the installed fiber duct size with a hi-pressure missile or pulled sizing mandrel. The County construction inspector will be present during the test and acceptance process and contractor shall repair any fiber duct that may fail the test.
- 5.4.11 Logs and Invoicing: The contractor shall provide Weekly logs of work completed and shall be agreed to and signed by both the Contractor and the County construction inspector each week. A signed copy of the Weekly Logs must accompany all invoicing to the County.

5.5 SPLICING TERMINATING AND TESTING

The Contractor shall supply all tools, test equipment, consumables and incidentals necessary to perform all tests. All test equipment shall be in good working order and shall have been calibrated within 90 days prior to the start of the project. Any cable found not to meet the acceptable test criteria due to the installation methods used shall be replaced at the Contractors cost.

- 5.5.1 The Contractor shall test each fiber independently. The Contractor shall pre-test the reels of fiber optic cable prior to placement. Each single mode fiber shall be tested with an OTDR at 1550nm and 1310nm. Each test shall check for continuity, length,

anomalies, and approximate attenuation. Each measurement shall be recorded with color, location and type of the fiber measured. The cable ends shall be sealed after testing.

- 5.5.2 The Contractor shall document all test results and provide those results to the County. The documentation shall include: splice attempt worksheets, splice loss worksheets, power test results, printouts of each bi-directional span, and complete end-to-end testing. Results shall be submitted both in hard copy and electronic formats.
- 5.5.3 The Contractor shall perform testing using an Optical Time Domain Reflectometer (OTDR). An access jumper shall be used which shall allow viewing of the entire length of the cable, including launch end. Prior to the splicing, the contractor shall record the optical length of each cable section on a splice loss worksheet. Upon completion of splicing, tests shall be performed from hub location to hub location.
- 5.5.4 For Single Mode Fiber: The tests shall include a bi-directional OTDR splice test at 1550nm, and an end-to-end bi-directional span loss test at both 1310nm and 1550nm. The tests shall be performed on each fiber strand. The maximum loss for any single splice shall not exceed 0.15dB as tested bi-directionally with an OTDR at 1550nm. The average splice loss (using the bi-directional splice loss averaging method) for all splices in any single strand shall not exceed 0.10 dB as measured with an OTDR at 1310nm.
- 5.5.5 For Multimode Fiber: The tests shall include a bi-directional OTDR splice test at 850nm, and an end-to-end bi-directional span loss test at both 1300nm and 850nm. The tests shall be performed on each fiber strand. The maximum loss for any single splice shall not exceed 0.15dB as tested bi-directionally with an OTDR at 850nm. The average splice loss (using the bi-directional splice loss averaging method) for all splices in any single strand shall not exceed 0.10 dB as measured with an OTDR at 1300nm.
- 5.5.6 Optical attenuation (end-to-end power test) shall be measured, using a stable laser light source and optical power meter, on the terminated fibers in both directions of the transmission using the "insertion loss" method and be inclusive of the pigtails and couplings installed at the network endpoints. The tests shall be performed from a hub location to hub location to be mutually agreed on with the County. To insure that an

accurate measurement of the connector losses is made, access jumpers shall be used at the transmit and receive ends. The single mode fibers shall be tested at 1310nm and 1550nm and the multimode fibers shall be tested at 850nm and 1300nm.

5.6 ELECTRONICS AND SYSTEM REQUIREMENTS

The vendor shall propose a data services distribution design that will support the data network distribution plans of the City and County. Although the County has been entertaining a Gigabit Ethernet solution, all designs will be reviewed equally. The vendor shall supply a detail list of the system design they propose in the following format:

CPE

Provide a cost matrix of the various CPE termination equipment, hardware, installation and maintenance. Each of the items listed shall be priced separately.

MNT "County Point of Presence" CPOP Equipment

The central distribution node will be a 3745 (provided in the vendors proposal) with a 4 port T-1 IMA/ATM connection at the County Building. The vendor shall provide a detailed list of equipment and hardware needed to connect to the CPOP node. The CPOP will be installed and configured by the State of Colorado MNT project team and Qwest and is the responsibility of the County.

Network Monitoring Systems

The vendor will propose a "Network Monitoring System" as an option. This system will be capable of monitoring and reporting outages, faults and providing capacity planning functions as well as reports.

Complete System Management

The vendors are not required to provide bid to manage the new network but may provide a separate non-binding proposal to staff and manage the new network.

5.7 ADDITIONAL VENDOR REQUIREMENTS

5.7.1 Vendors are responsible for site surveys to determine the route and termination point of the fiber backbone and building entrance termination points.

- All alternative designs will be presented in a separate proposal labeled as “Alternative Design Proposal” and will use the same pricing matrix as provided in the original proposal.
- Alternate services proposals must be labeled as “Alternative Services Proposal” and must meet or exceed a minimum bandwidth of 1.5 Mbs as well as provide connectivity to the State of Colorado MNT managed by Qwest.
- Site visits will be scheduled within two weeks of RFI publication. Contact Lee Golter, Manweiler Telecom Consulting at 970-260-1547 to schedule the site surveys.
- Vendors must use the provided fiber build pricing matrix in Attachment E to be considered as a potential candidate for contract award.
- The vendors may use their own pricing matrix for the CPE. The pricing must be broken down to the individual unit pricing. CPE unit pricing must include the costs of racks, hardware and labor per location.
- Vendors will only contact members of the project team listed in Section 2.3 of this RFI.
- This RFI is technology neutral. All designs and hardware proposal will be considered. The connection to the State of Colorado MNT will be via a Cisco 3745 (provided in the vendors proposal) with a DS-3 connection with a 4 port T-1 IMA/ATM connection at the County Building to the Colorado Multi-Use Network operated by Qwest.
- The pre-engineered drawings in the attachments depict a minimum number of manhole and hand holes. It is recommended that the vendor add additional manholes and hand holes as needed to facilitate the construction of their design.

- The vendor will supply in their proposal all fiber optic cable specifications including Manufacturer, part number, specifications and price per foot.
- The vendor will provide in their proposal all electronics specifications including Manufacturer, part number, specifications, additional circuit cards supplied, software, warranties and a detailed list of unit costs of the electronics and annual maintenance costs.
- The vendor will provide a list of roles and responsibilities for their organization and Logan County during the construction and implementation of the proposed fiber network.

Attachment A

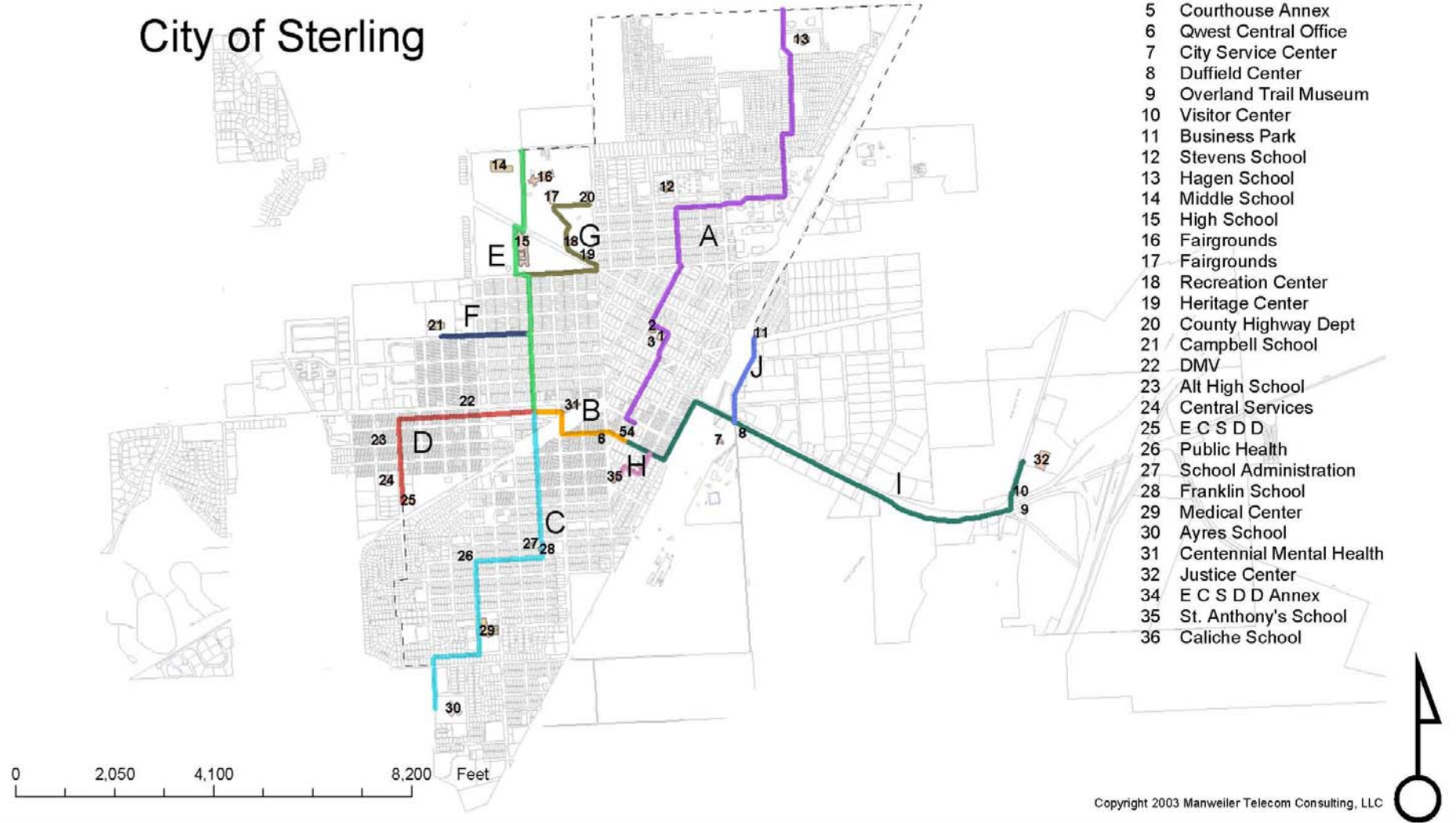
Location Number	Location Name	Address	Lat	Lon	Contact	Telephone
1	City Hall	421 North 4th	103°12'27.52"W	40°37'42.53"N	John Kiolbasa	970 522 9700
2	Library	420 North 5th	103°12'28.29"W	40°37'45.92"N	Sandy VanDusen	970 522 2023
3	Fire Department	410 North 5th	103°12'28.72"W	40°37'43.39"N	Bob Olme	970 522 3823
4	Courthouse	315 Main Street	103°12'35.82"W	40°37'24.96"N	Greg Etl	970 522 0888
5	Courthouse Annex	315 Main Street	103°12'36.38"W	40°37'25.02"N	Greg Etl	970 522 0888
6	Qwest Central Office	304 South Division	103°12'42.35"W	40°37'23.90"N		
7	City Service Center	103 Sugarmill Road	103°12'09.76"W	40°37'22.78"N	Carl Anderson	970 522 2619
8	Duffield Center	222 East Chestnut St	103°12'04.68"W	40°37'24.42"N	Angel Vallejos	970 522 1359
9	Overland Trail Museum	21053 CR26.5	103°10'44.88"W	40°37'07.82"N	Annamae Hagemeyer	970 522 3895
10	Visitor Center	Riverview	103°10'50.09"W	40°37'11.34"N	Greg Etl	970 522 0888
11	Business Park	Right of Way Road	103°11'48.25"W	40°37'47.32"N	Joe Kiolbasa	970 522 9700
12	Stevens School	500 Cleveland	103°12'23.15"W	40°38'13.77"N	Sallie Boden	970 522 0792 x234
13	Hagen School	Hagen Street	103°11'45.71"W	40°38'45.89"N	Sallie Boden	970 522 0792 x234
14	Middle School	1177 Pawnee Avenue	103°13'05.24"W	40°38'21.63"N	Sallie Boden	970 522 0792 x234
15	High School	407 West Broadway	103°13'01.70"W	40°37'59.70"N	Sallie Boden	970 522 0792 x234
16	Fairgrounds		103°12'59.33"W	40°38'16.91"N	Greg Etl	970 522 0888
17	Fairgrounds		103°12'54.50"W	40°38'13.36"N	Greg Etl	970 522 0888
18	Recreation Center	808 Elm	103°12'47.91"W	40°38'03.30"N	Dennis Fuller	970 522 9700
19	Heritage Center	821 North Division	103°12'45.33"W	40°38'01.58"N	Greg Etl	970 522 0888
20	County Highway Dept	1115 North Division	103°12'45.01"W	40°38'13.33"N	Greg Etl	970 522 0888
21	Campbell School	902 Clark Street	103°13'26.18"W	40°37'46.74"N	Sallie Boden	970 522 0792 x234
22	D M V	714 Main Street	103°13'18.26"W	40°37'45.92"N	Robert Morgan	970 522 5982
23	Alt High School	201 South 11th Avenue	103°13'42.04"W	40°37'25.97"N	Sallie Boden	970 522 0792 x234
24	Central Services	508 South 10th Avenue	103°13'40.03"W	40°37'16.73"N	Greg Etl	970 522 0888
25	E C S D D	617 South 10th	103°13'34.98"W	40°37'16.39"N	Traci Schrade	970 522 7121 x231
26	Public Health	700 Columbine	103°13'19.18"W	40°37'01.60"N	Toby Gertge	970 522 3741 x236
27	School Administration	415 Beattie Street	103°13'00.19"W	40°37'02.27"N	Sallie Boden	970 522 0792 x234
28	Franklin School	916 South 4th	103°12'59.60"W	40°37'01.60"N	Sallie Boden	970 522 0792 x234
29	Medical Center	615 Fairhurst	103°13'14.48"W	40°36'45.29"N	Mike Gillen	970 522 0122
30	Ayres School	1812 Robin Road	103°13'22.55"W	40°36'21.93"N	Sallie Boden	970 522 0792 x234
31	Centennial Mental Health	211 West Main Street	103°12'52.46"W	40°37'30.51"N	Tim Davidson	970 522 4549

32	Justice Center	110 Riverview	103°10'35.97"W	40°37'30.00"N	Greg Etl	970 522 0888
34	E C S D D Annex	224 South 2nd Street	103°12'32.41"W	40°37'18.11"N	Traci Schrade	970 522 7121 x231
35	St Anthony's School	326 South 3rd Street	103°12'38.91"W	40°37'16.06"N	Rocky Samber	970 522 7567
36	Caliche School	Route 1, Iliff			Sallie Boden	970 522 0792 x234

Attachment B

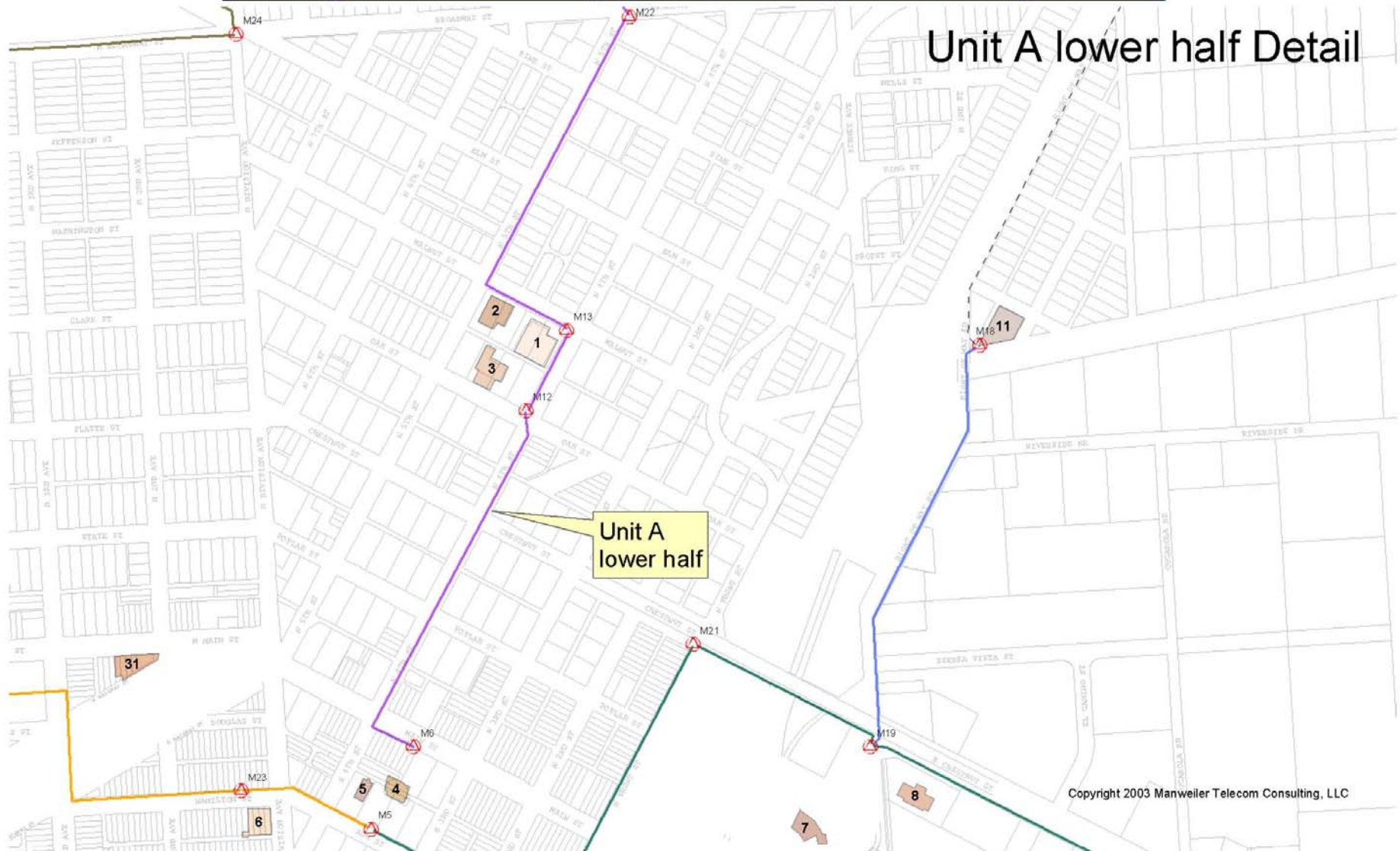
Logan County Fiber Optic RFP

City of Sterling



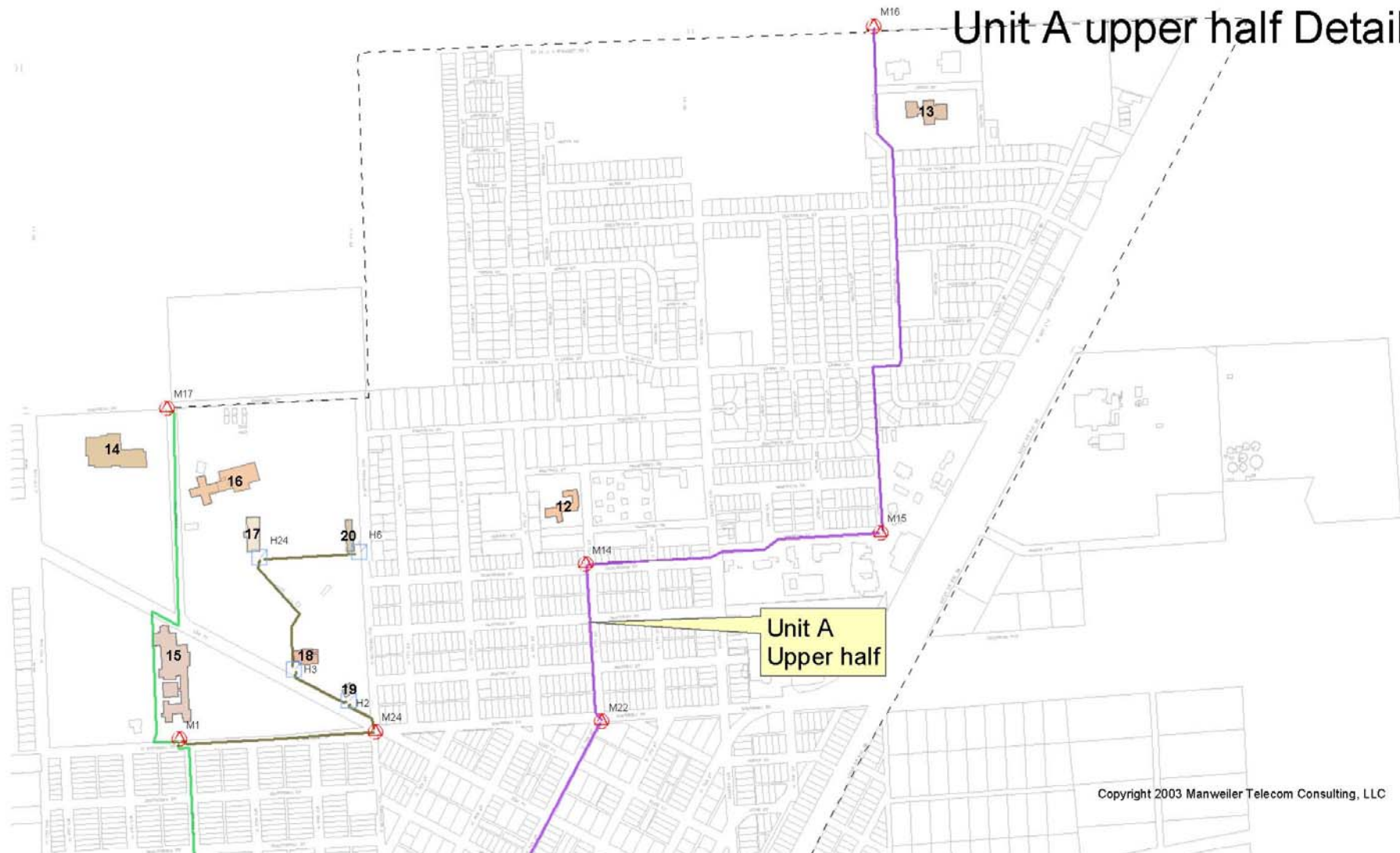
Logan County Fiber Optic Project

Unit A lower half Detail



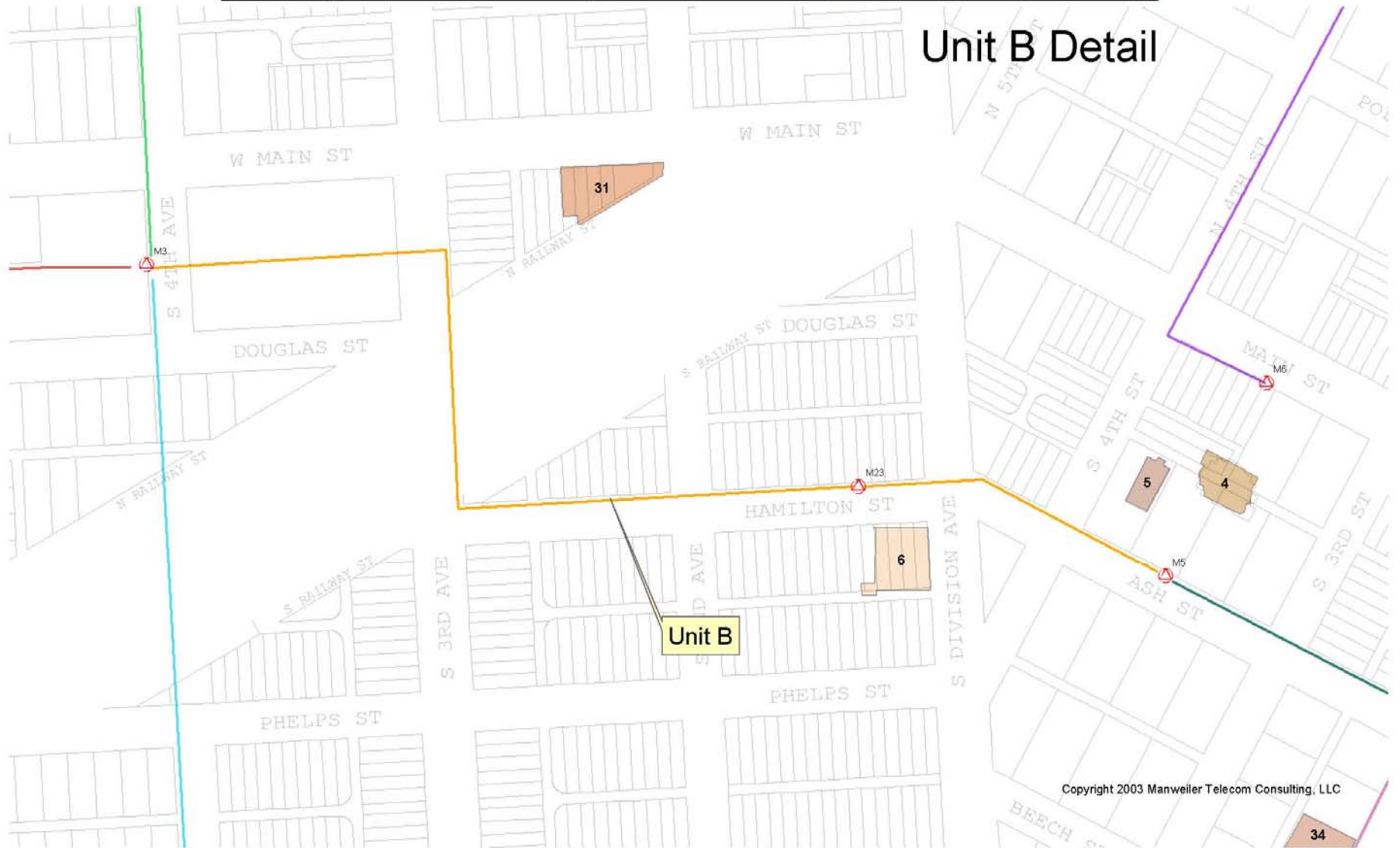
Logan County Fiber Optic Project

Unit A upper half Detail



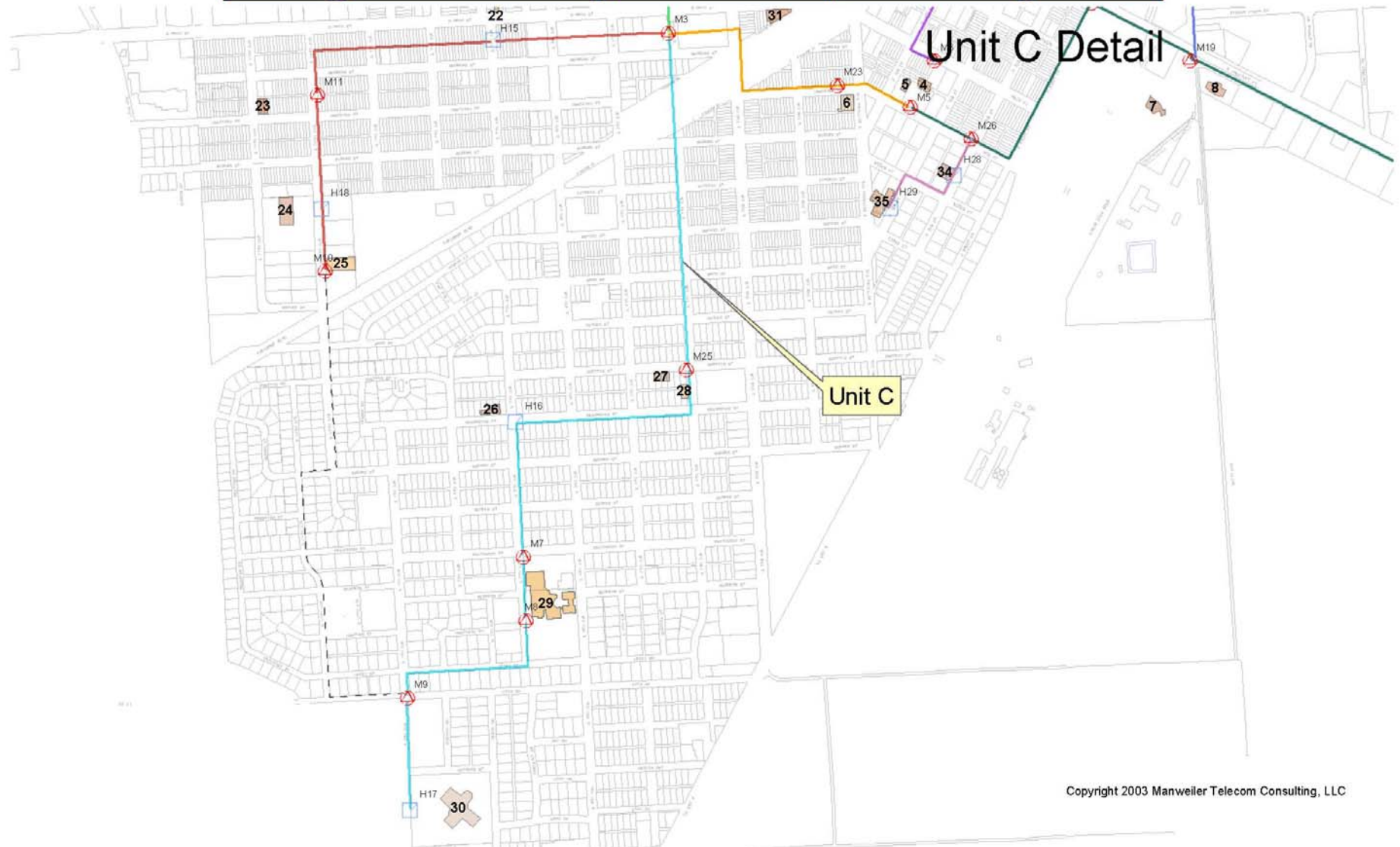
Logan County Fiber Optic Project

Unit B Detail



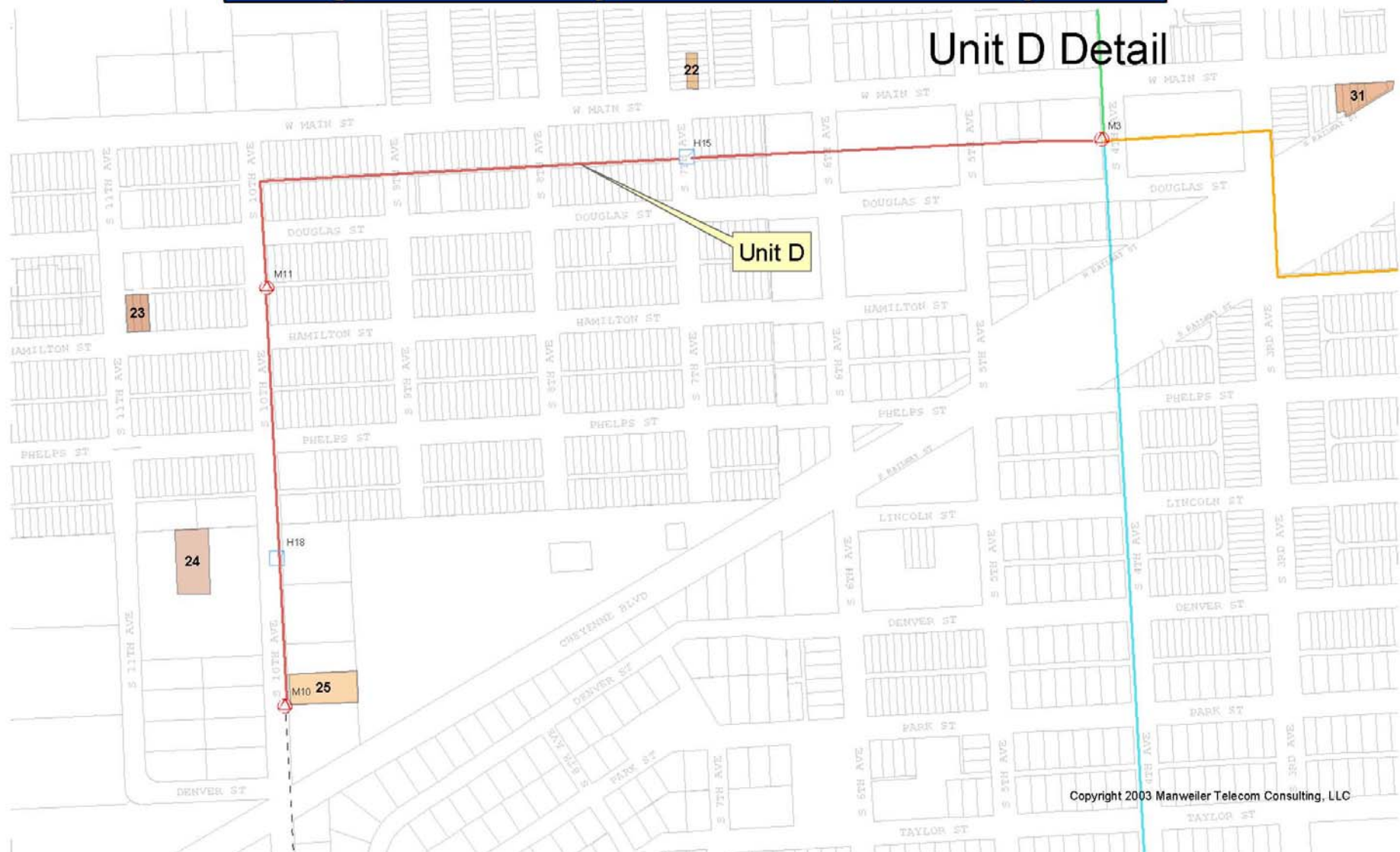
Logan County Fiber Optic Project

Unit C Detail



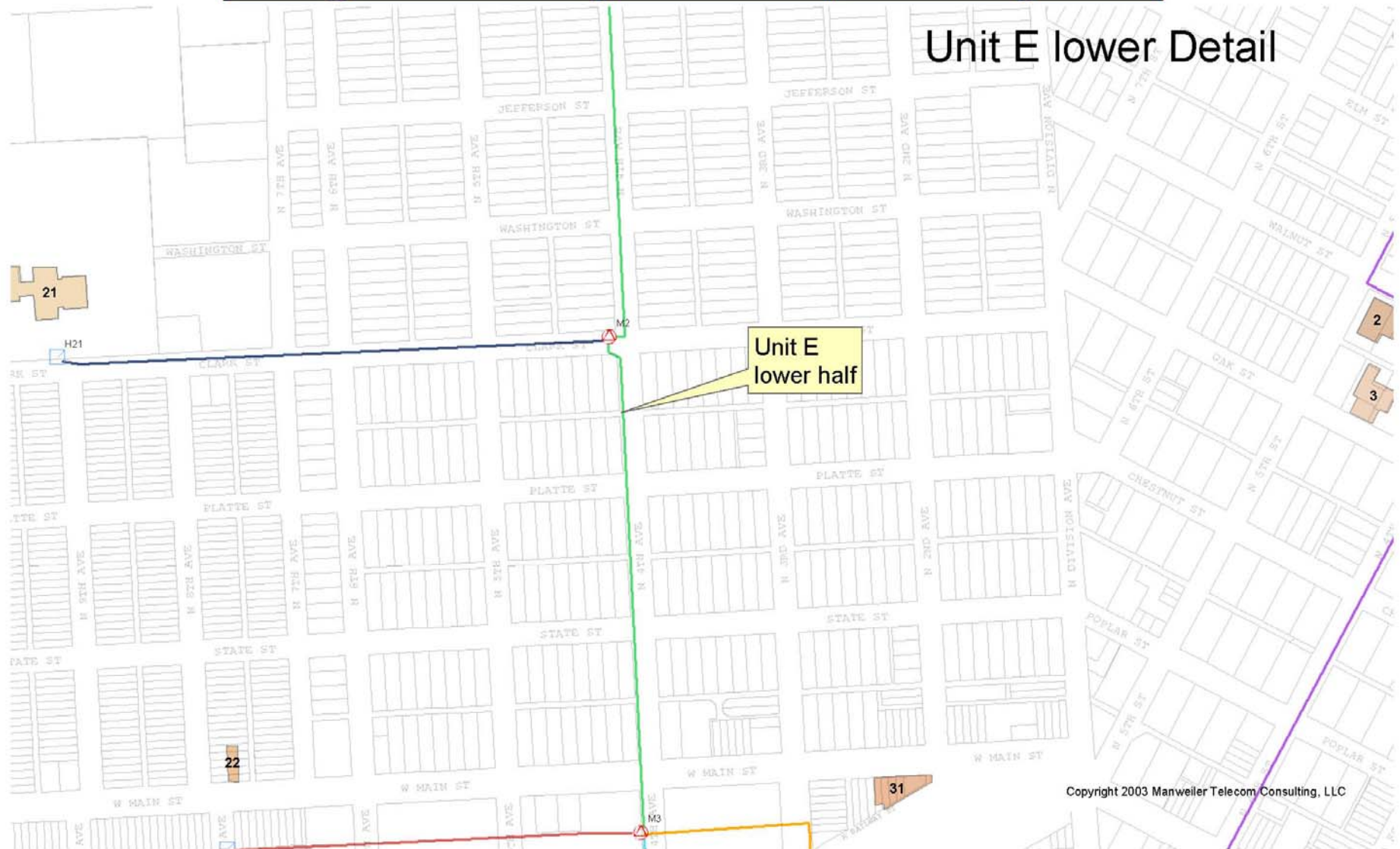
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Logan County Fiber Optic Project

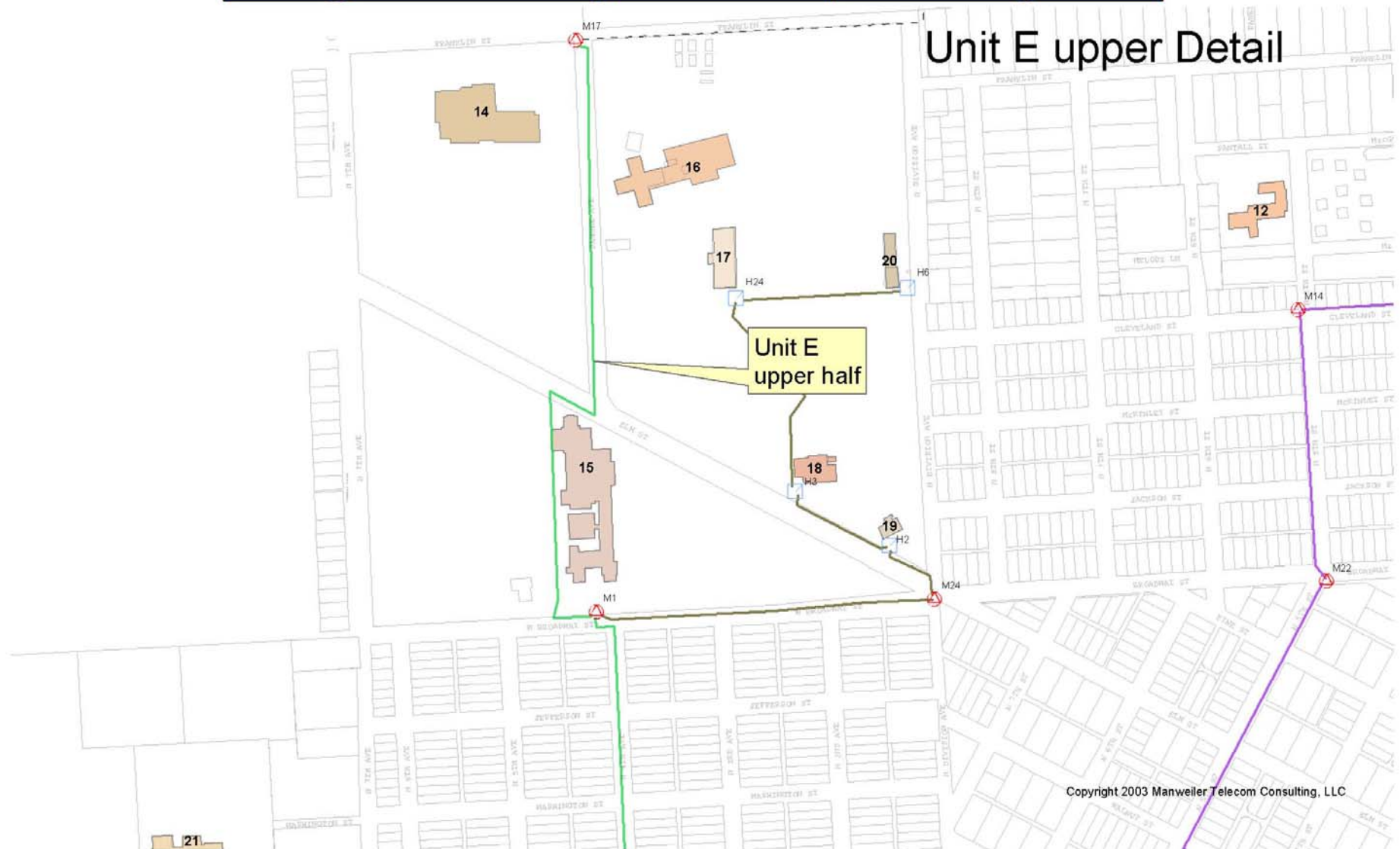


Logan County Fiber Optic Project

Unit E lower Detail

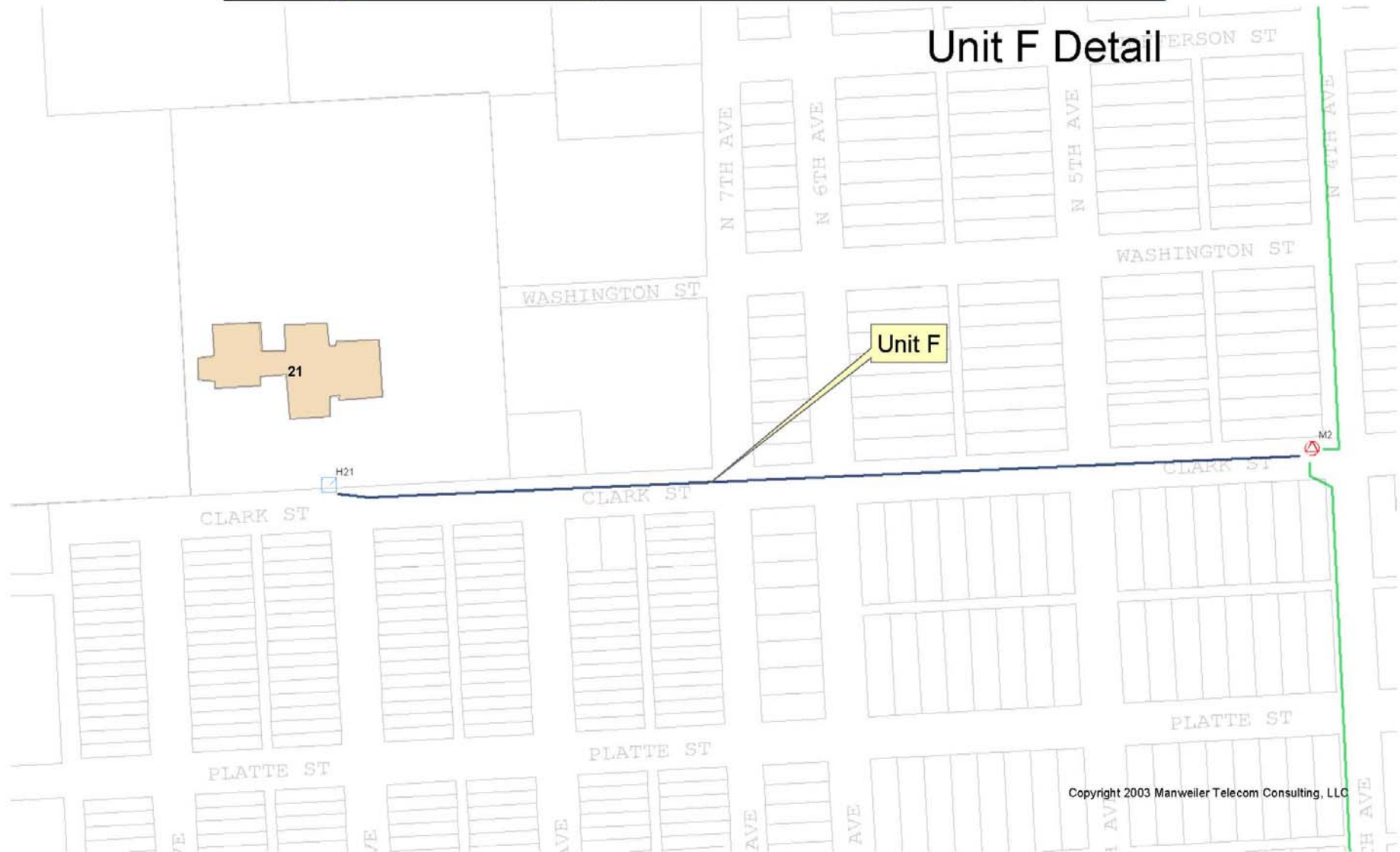


Logan County Fiber Optic Project



Logan County Fiber Optic Project

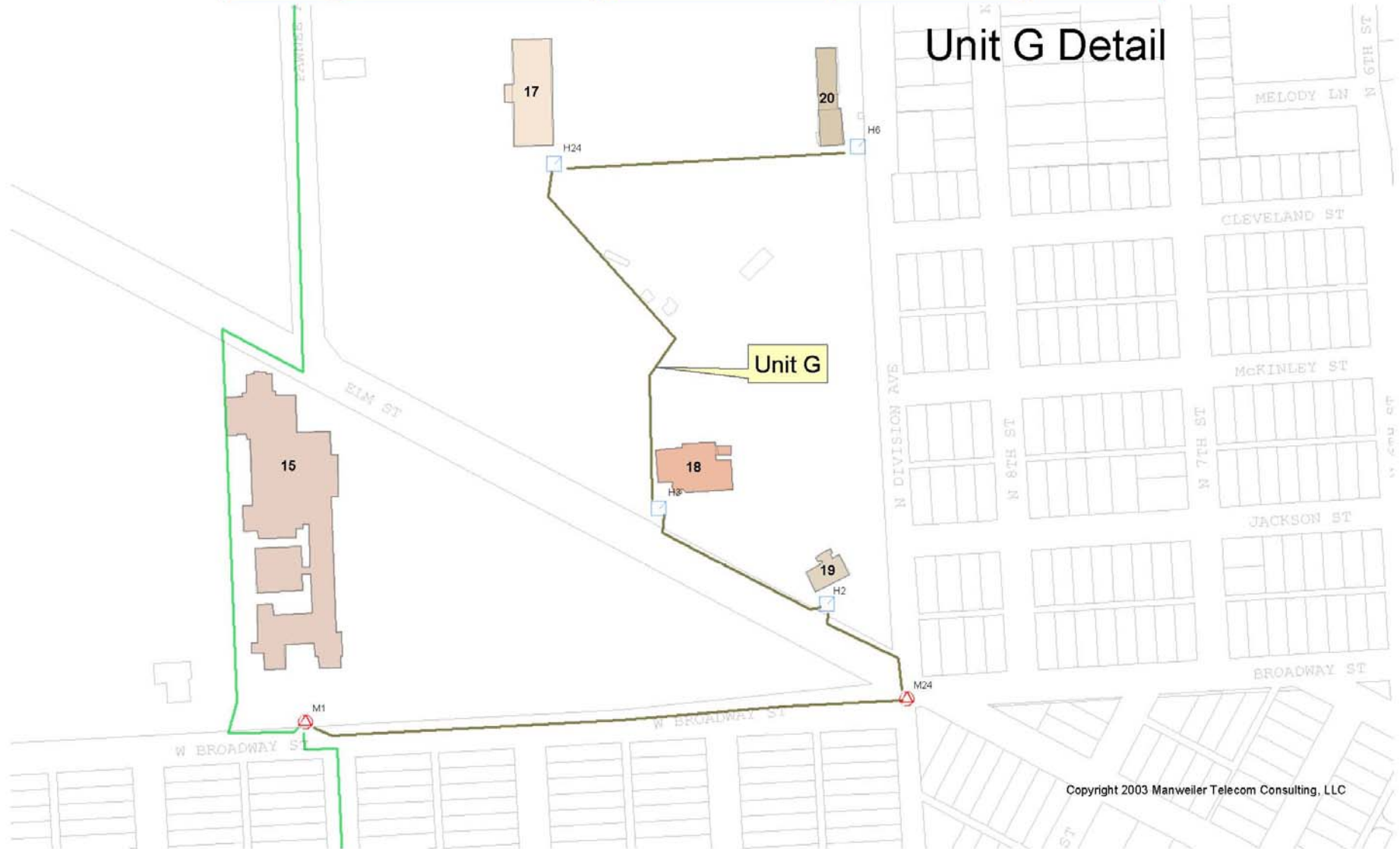
Unit F Detail



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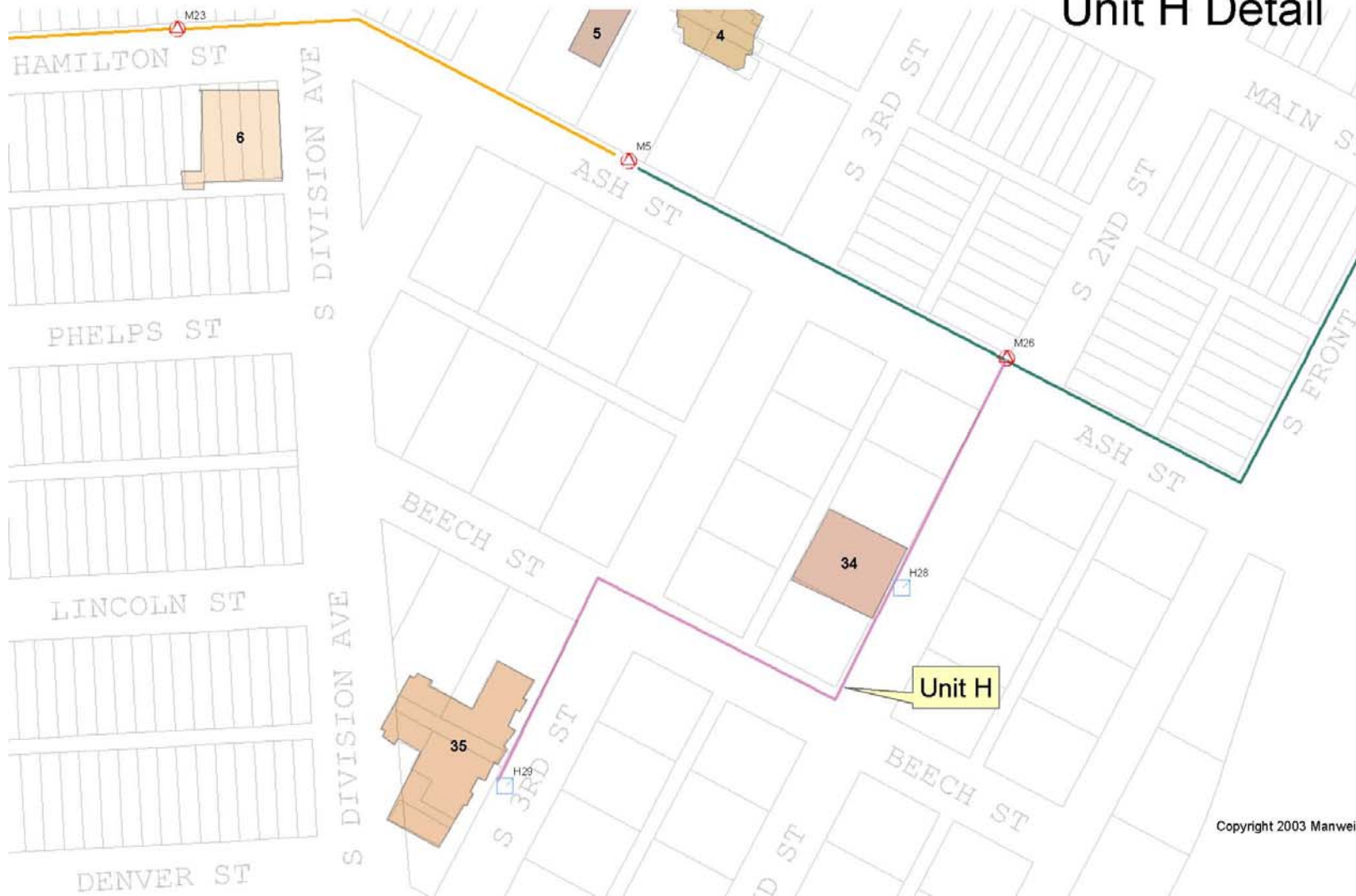
Logan County Fiber Optic Project

Unit G Detail



Logan County Fiber Optic Project

Unit H Detail



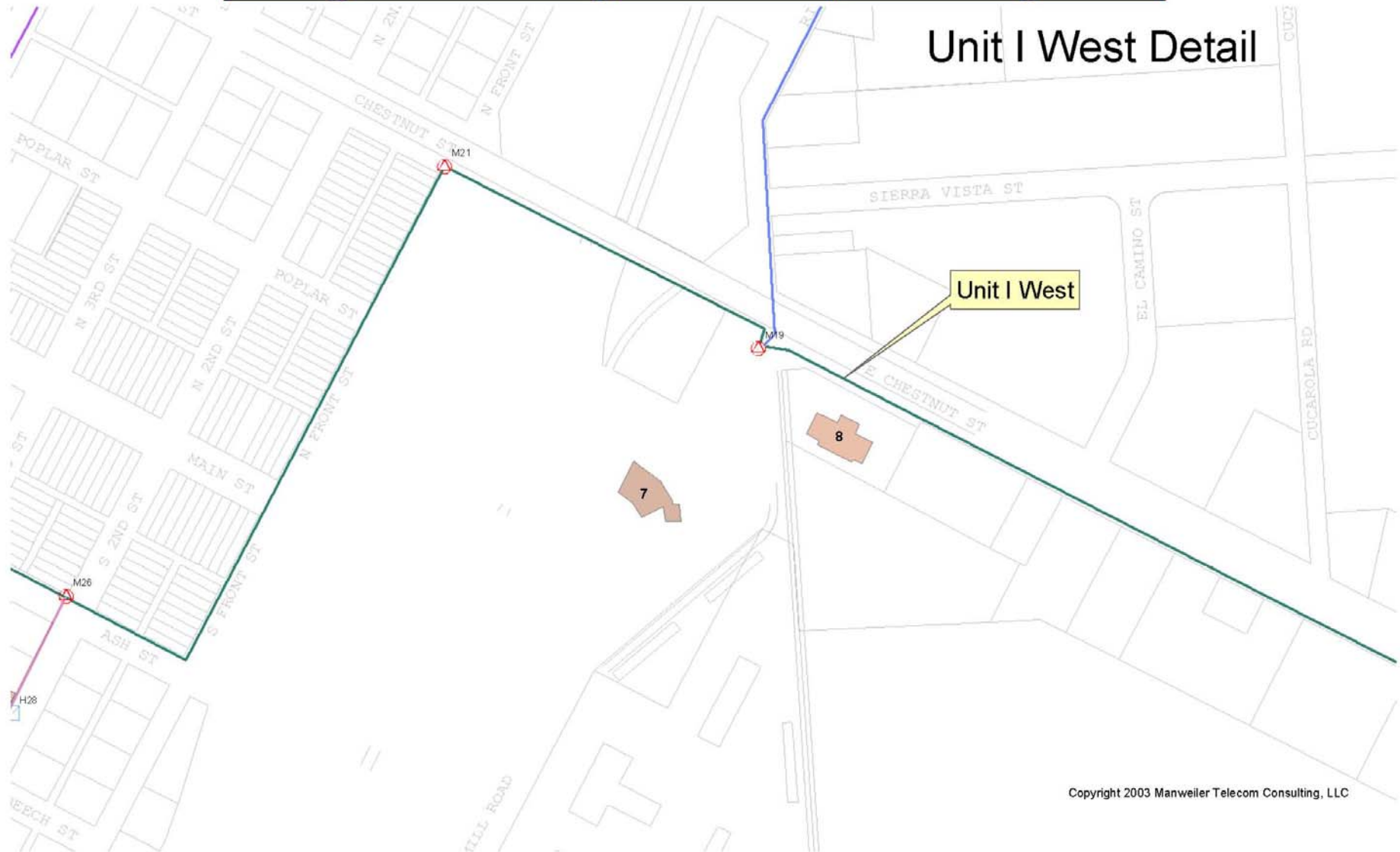
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Unit I East Detail



Logan County Fiber Optic Project

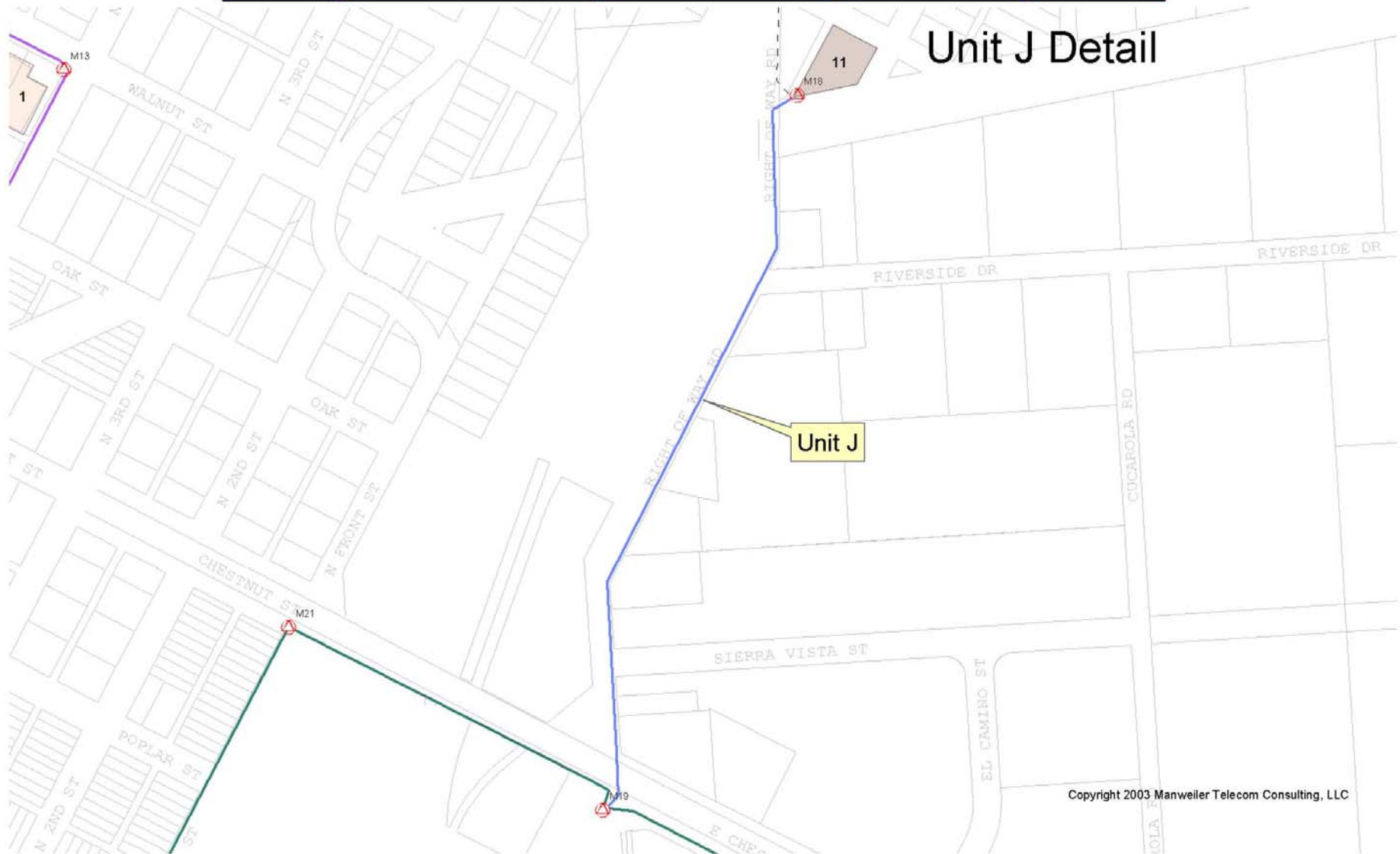
Unit I West Detail



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Unit J Detail



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Manholes and Handhole Detail Attachment C

Handhole Information

Name	Location
H2	West Broadway at Heritage Center
H3	Recreation Center
H6	Road and Bridge at North Division
H9	Riverview Road by Justice Center
H10	Riverview Road at Visitor Center
H15	South 7th, North of Douglas at Alleyway
H16	South 7th at Columbine
H17	South 9th at Ayres School
H18	South 10th in front of County Central Services
H21	Clark Street at North 9th
H24	Fairgrounds South
H28	South Second North of Beech
H29	South Third North of Cedar

M14	North 5th At Cleveland Street
M15	College at Landrum Lane
M16	Plainview Avenue at Franklin
M17	Pawnee at Franklin Street
M18	Right of Way Road at Proposed business park
M19	Chestnut South Side at Sugar Mill Road
M20	Chestnut at Riverview, South Side
M21	Chestnut at Front Street, South side
M22	Broadway at North 5th
M23	Hamilton at Division, Qwest CO
M24	West Broadway at North Division
M25	Beattie at South 4th
M26	Ash at corner of South 2nd

Manhole Information

Name	Location
M1	North 4th at Broadway
M2	North 4th at Clark Street
M3	South 4th, North of Douglass at Alleyway
M5	Ash Street, SW of Courthouse
M6	Main Street, NE of Courthouse
M7	South Seventh, North Hospital entrance
M8	South Seventh, South Hospital entrance
M9	South 9th at Iris
M10	South 10th at ECSDD
M11	South 10th between Hamilton and Douglas
M12	North 4th at Oak Street
M13	North 4th at Walnut

Logan County Fiber Project RFI

Unit Strand Count and Run Lengths

Attachment D

Unit Name	Segment Length	Sub Segment Length	Fiber Type	Sub Segment ID	Strand Count
A	11,609				144
		1765	SM	A1	
		415	SM	A2	
		1758	SM	A3	
		1234	SM	A4	
		2293	SM	A5	
		4144	SM	A6	
B	2,400				144
		620	SM	B1	
		1780	SM	B2	
C	7,993				48
		2643	SM	C1	
		2795	SM	C2	
		505	SM	C3	
		1530	SM	C4	
		520	SM	C6	
D	4,598				24
		1390	SM	D1	
		1798	SM	D2	
		1410	SM	D3	
E	6,273				48
		1668	SM	E1	
		1355	SM	E2	
		3250	SM	E3	
F	1,840				24
		1840	SM	F1	
G	4,168				24
		1526	SM	G1	
		356	SM	G2	
		510	SM	G3	
		1045	SM	G4	
		731	SM	G5	
H	1,127				24
		1127	SM	H1	
I	10,693				96
		2281	SM	I1	
		963	SM	I2	
		6300	SM	I3	
		735	SM	I4	
		414	SM	I4	
J	1,986				48
		1986	SM	J1	
	52,687				

Attachment E

Sample Submittal

Unit A	Unit A	Unit A	Unit A	Unit A	Unit A
	Directional drill from Courthouse to Centennial Square and on to Hagen School			Material	Install
Item	Description	Ftg/Qty	Duct count	Cost	Cost
	Pothole Utilities for bore/trench				
	Concrete Saw Cut/Removal & Replace				
	Asphalt Saw Cut/Removal & Replace (work in conjunction w/City and County)				
	Handhole/Manhole Placement				
	Fiber Placement and duct "proofing"				
	Above Ground Marker Posts & Tracer Termination				
	Fiber Splicing/Testing/Materials				
	Total number of construction days to build: days Splicing /Testing: days		Totals:	\$ -	\$ -
				Materials	Install
				Total:	\$ -

**SERVICE
BASED
PRICING
MATRIX
SAMPLE**

Site Discription and Address	Sevice Type and Speed	Installation Cost	Electronics Cost	Monthly Service Rate	Annual Service Rate	3 Year Contract Cost	5 Year Contract Cost
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